Bellavista Invest One AG

Claim Purchase

and Assignment Agreement

www.crowdhive.com

Aegeristrasse 64, 6300 Zug, Switzerland

SRO Membership: VQF (active)

CONFIDENTIAL

CLAIM PURCHASE AND ASSIGNMENT AGREEMENT

concluded between

Bellavista Invest One AG, a company incorporated under Swiss law, with registered office at Aegeristrasse 64, 6300 Zug, Switzerland, registered under number CHE-373.552.596

hereinafter the "Company"

and

[Investor's Full Name], [Address], [Postal Code] [City], [Country]

hereinafter the "Investor"

The Company and the Investor are hereinafter collectively referred to as the "Parties" and individually as a "Party".

pertaining to the project

[Project Name, Project Number]

hereinafter the "Project"

PREAMBLE

WHEREAS:

A. The Company operates an online peer-to-peer crowdlending platform at www.crowdhive.com (the "Platform"), which facilitates the financing of business projects by entering into loan agreements with borrowers and assigning the resulting loan claims to investors in proportion to their respective contributions.

B. The Investor has entered into a Payment Processing and Deposit Agreement with the Company and wishes to invest in the Project by acquiring a proportional share of the Company's loan claim against the borrower of the Project.

C. This Claim Purchase and Assignment Agreement (the "Agreement") governs the acquisition by the Investor of a share of the loan claim, the assignment of such claim by the Company to the Investor, and the ongoing management of such claim by the Company on behalf of the Investor.

D. This Agreement is supplementary to the General Terms and Conditions of the Platform (the "GTC"), which the Investor has read, understood, and accepted upon registration.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

Unless otherwise defined herein, capitalised terms used in this Agreement shall have the meanings ascribed to them in the GTC and the Payment Processing and Deposit Agreement. The following terms shall have the specific meanings set out below:

“Agreement” means this Claim Purchase and Assignment Agreement, including any annexes and amendments thereto.

“Borrower” means the legal person (entity) to whom the Company has granted or will grant a loan for the Project under the Loan Agreement.

“Claim” means the Company’s right to receive repayment of the loan principal and interest from the Borrower under the Loan Agreement, or the corresponding proportional share thereof assigned to the Investor under this Agreement.

“Contribution” means the amount of Investor Funds committed and invested by the Investor in the Project under this Agreement.

“Declaration of Successful Funding” means the formal declaration by the Company that the Target Amount for the Project has been reached and all conditions precedent for the disbursement of the loan have been satisfied.

“Loan Agreement” means the agreement between the Company and the Borrower setting out the terms and conditions of the loan for the Project.

“Project” means the specific business project identified in the header of this Agreement for which financing is sought through the Platform.

“Project Acceptance Agreement” means the Investment Project Acceptance and Confirmation Agreement concluded between the Company and the Borrower, establishing the key terms of the Project prior to its listing on the Platform.

2. Scope and Relationship to Other Agreements

2.1 This Agreement governs the terms under which the Investor acquires a proportional share of the Company's loan claim against the Borrower, the simultaneous assignment of such claim by the Company to the Investor, and the ongoing management of such claim by the Company as collection and paying agent on behalf of the Investor.

2.2 This Agreement consolidates all rights of claim of the Investor as a participating lender in the Project on the Platform.

2.3 This Agreement is subject to the GTC, unless explicitly agreed otherwise herein. In the event of any conflict or inconsistency between a provision of this Agreement and a provision of the GTC, the provision of this Agreement shall prevail.

2.4 This Agreement forms part of the integrated contractual framework governing the Investor's use of the Platform, together with the Payment Processing and Deposit Agreement and the Debt Collection Procedure Agreement.

3. Conditions Precedent

3.1 This Agreement is concluded on the basis that the Investor has previously entered into a valid Payment Processing and Deposit Agreement with the Company and has an active Investor Account on the Platform.

3.2 By committing funds to the Project through the Platform (clicking the “invest” button or equivalent functionality), the Investor becomes bound by this Agreement. The Agreement is concluded under a suspensive condition: it becomes fully binding only upon the Declaration of Successful Funding by the Company.

3.3 The Declaration of Successful Funding shall be made by the Company when the Target Amount of the Project, as published on the Platform, is reached within the Offer Period and all Investor Funds committed to the Project are confirmed as available. At this point, the suspensive condition is satisfied, this Agreement enters into full force and effect, and the Company simultaneously assigns the Claim to the Investor as per the Investor’s Contribution.

3.4 If the Target Amount is not reached by the end of the Offer Period (including any extensions granted by the Company), this Agreement shall become null and void. The committed Investor Funds shall be released to the Investor’s Available Funds, and neither Party shall have any further obligations to the other in respect of the Project under this Agreement.

4. Nature and Transferability of Claims

4.1 The loan and the Claims arising under the Loan Agreement are not issued as certificates or uncertificated securities (Wertrechte) within the meaning of Article 973c of the Swiss Code of Obligations (CO). The Claims constitute ordinary contractual receivables.

4.2 The transfer of the Claims does not require the consent or approval of the Borrower and may be effected by written deed of assignment in accordance with Articles 164 et seq. CO.

4.3 The Company, in its capacity as collection and paying agent, shall maintain a register of all beneficiaries of the Claims for each Project.

5. Investment Process and Assignment

5.1 Investment Commitment

5.1.1 Projects accepted for financing are published on the Platform for a pre-defined Offer Period. The Investor may commit to invest a selected Contribution amount by confirming the investment through the Platform's interface. The corresponding amount of Investor Funds shall be blocked in the Investor Account for the duration of the Offer Period.

5.1.2 By making the investment commitment, the Investor undertakes to acquire a proportional share of the loan claim arising under the Loan Agreement between the Company and the Borrower, and agrees to the assignment of such claim by the Company to the Investor upon the Declaration of Successful Funding.

5.2 Declaration of Successful Funding and its Effects

5.2.1 Upon the Declaration of Successful Funding, the suspensive condition of this Agreement is satisfied and the Agreement enters into full force and effect. At the moment of the declaration:

(a) the Company becomes debtor to the Investor in the amount of the Investor's Contribution;

(b) the Company simultaneously becomes creditor in relation to the Borrower under the Loan Agreement; and

(c) the Company hereby assigns the Claim to the Investor in proportion to the Investor's Contribution relative to the total financed amount of the Project.

5.2.2 With the Declaration of Successful Funding, the Company expressly declares the assignment of the Claim in the amount of the Investor's Contribution and assumes full guarantee for the existence of the Claim at the time of assignment.

5.3 Formal Assignment

5.3.1 At the time of the Declaration of Successful Funding, the Company hereby assigns to the Investor all of its rights against the Borrower, pro rata of the Investor's Contribution, including all rights, title, and interest in and to the Claim arising under the Loan Agreement and the Project Acceptance Agreement, together with all benefits and ancillary rights relating thereto, with the exception of the provisions explicitly set out in this Agreement. The Investor hereby accepts the assignment. The Company executes the assignment declaration for each Project in written form, by means of a handwritten signature or a qualified electronic signature within the meaning of the Federal Act on Electronic Signatures (ZertES), thereby satisfying the written-form requirement applicable to the assignment of claims under Article 165 paragraph 1 CO. As the written form is required only for the declaration of the assignor, the validity of the assignment does not depend on any signature of the Investor.

5.4 Representations and Warranties

5.4.1 The Company represents and warrants to the Investor that, as of the date of the Declaration of Successful Funding:

(a) no objection to the assigned Claim has been made by the Borrower or any third party;

(b) no payment or other distribution has been received by the Company in full or partial satisfaction of the Claim;

(c) the Company has not previously sold, assigned, or pledged the Claim, in whole or in part, to any other party;

(d) the Company owns the Claim free and clear of any liens, encumbrances, security interests, or participations of any kind; and

(e) the Company has conducted adequate due diligence on the financial condition of the Borrower in order to make an informed decision regarding the origination of the loan and the assignment of the Claim.

5.4.2 Each Party represents and warrants to the other that, as of the date of entry into force of this Agreement, the execution and performance of this Agreement does not and will not violate any law or regulation applicable to it, or any other agreement to which it is a party or by which it is bound, and that it has made its own analysis and decision to enter into this Agreement.

6. Project Terms

6.1 The specific financial parameters of the Project are set out in the project listing on the Platform and in the Loan Agreement, and include the following:

Project Name: [___]

Project Number: [___]

Borrower: [___]

Target Amount: [___]

Investor's Contribution: [___]

Annual Interest Rate: [___] %

Loan Duration: [___]

Interest Payment Frequency: Monthly (unless otherwise specified)

Repayment Schedule: Interest monthly; principal at maturity

Collateral: [___]

Risk Rating: [___]

6.2 The parameters listed above are published on the Platform prior to the commencement of the Offer Period and form an integral part of this Agreement. In the event of any discrepancy between the parameters published on the Platform and those set out in the Loan Agreement, the Loan Agreement shall prevail.

7. Collection, Payment and Reserve Fund

7.1 The Company shall act as collection and paying agent for all recurring interest and principal payments due from the Borrower under the Loan Agreement.

7.2 The Company shall credit all interest and principal payments to the Investor's Investor Account without undue delay after receipt from the Borrower, in proportion to the Investor's Contribution relative to the total financed amount of the Project.

7.3 If the Borrower is more than seven (7) calendar days late on a scheduled interest payment, the Company may, at its discretion and to the extent that resources are available, continue making interest payments to the Investor from the Reserve Fund, in accordance with the terms of the Reserve Fund as described in the GTC and the Payment Processing and Deposit Agreement.

7.4 If the Reserve Fund allocation available for the Project is depleted before the Borrower resumes payments, the Company shall initiate the procedures set out in the Debt Collection Procedure Agreement.

7.5 The Reserve Fund is not an insurance product and does not constitute a guarantee of the return of capital or the payment of interest. It provides a supplementary buffer in the event of temporary Borrower payment difficulties.

7.6 In the event that the Borrower repays the loan prior to its scheduled maturity date, the Company shall return the entire principal amount together with all interest accrued up to the date of early repayment. The minimum period for which the Investor shall receive interest is three (3) months.

8. Collateral Agent and Management of Claims

8.1 The Investor hereby authorises the Company to act as collateral agent in favour of and on behalf of the Investor with respect to all pledges, guarantees, and other security instruments provided by the Borrower in connection with the Project.

8.2 In the event of a failure of the Project or default by the Borrower, the Company shall take all reasonable measures to recover the outstanding amounts on behalf of the Investors, including but not limited to enforcement of collateral, activation of guarantees, and initiation of formal collection and legal proceedings, in accordance with the Debt Collection Procedure Agreement.

8.3 The Investor hereby authorises the Company to take all actions reasonably required for the management of the Claims in accordance with the Debt Collection Procedure Agreement. Unless specifically authorised by the Company, the Investor may not take any direct action against the Borrower.

8.4 The Investor agrees to sign any documents or authorisations that the Company may reasonably require in order to execute the debt collection and collateral enforcement measures the Company deems appropriate as collateral agent on behalf of the Investors.

9. Miscellaneous

9.1 Confidentiality

9.1.1 The terms and existence of this Agreement are confidential and shall not be disclosed by either Party to any third party, except as required by applicable law, regulation, or order of a competent authority, or as otherwise agreed in advance by the Parties in writing.

9.2 No Assignment

9.2.1 The Investor may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company, except for transfers of Claims effected through the Secondary Market, if and when introduced, in accordance with the GTC. The assignment of the Claims by the Company to the Investor under this Agreement remains unaffected.

9.3 Entire Agreement

9.3.1 This Agreement, together with the GTC, the Payment Processing and Deposit Agreement, and the Debt Collection Procedure Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties, and understandings relating to such subject matter.

9.4 Amendments

9.4.1 All amendments and supplements to this Agreement must be made in writing, including by electronic means (email, PDF, or other electronic text format).

9.5 Notices

9.5.1 All notices under this Agreement shall be given in writing or by email to the last communicated or available address of the respective Party.

9.6 Severability

9.6.1 If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, the remaining provisions shall remain in full force and effect, mutatis mutandis.

9.7 Electronic Execution

9.7.1 Each investment action on the Platform constitutes the conclusion of this Agreement without the need for a separate manual signature. Signatures transmitted electronically (including in PDF format) shall have the same legal effect as original handwritten signatures, except where the law requires a specific form; in particular, the written form applicable to the assignment of the Claims is satisfied by the Company in accordance with Section 5.3.

9.8 Governing Law and Jurisdiction

9.8.1 This Agreement is governed by and shall be construed in accordance with the substantive laws of Switzerland, excluding the Swiss conflict-of-laws rules and the CISG.

9.8.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be the ordinary courts of the City of Zug, Switzerland, subject to any mandatory provisions of applicable law that grant the Investor the right to bring proceedings before the courts of the Investor's domicile.

9.9 Data Protection

9.9.1 The Company processes personal data in connection with this Agreement, including the register of beneficiaries referred to in Section 4.3, in accordance with the FADP and, where applicable, the GDPR, as described in the Company's Privacy and Cookies Policy, available on the Platform. The Privacy and Cookies Policy is an information notice and does not form a contractual part of this Agreement.

10. Signatures

This Agreement has been executed in two original counterparts, one for each Party.

For and on behalf of Bellavista Invest One AG

Date: ______________________________

Signature: ______________________________

Name: ______________________________

Function: ______________________________

The Investor

Date: ______________________________

Signature: ______________________________

Name: ______________________________

Function: ______________________________